

be unreasonably withheld. Notwithstanding the prior sentence, a party may assign this Agreement without the other party's consent in the event of: (a) a merger, acquisition or other business combination in respect of such party, (b) assignment to an entity under common control with, controlled by or controlling such party or (c) a sale of all or substantially all of the assets of such party.

14. **CONFIDENTIALITY.** The parties will keep the existence and terms of this Agreement strictly confidential, and will not disclose the existence or substance of such terms to any third party or any of their respective employees who do not have a need to know without the prior written consent of the other party, except as required by law, to enforce its rights or perform its obligations hereunder or as part of its normal and reasonable reporting procedures to its parent, members, partners, auditors or attorneys, or to actual and prospective lenders, investors and purchasers, provided that any and all such parties to whom any such disclosure is made agree to be bound by the provisions of this Section and, with respect to prospective investors and purchasers, further agree not to use such disclosure for other business purposes or in other business segments.
15. **ENTIRE AGREEMENT.** This Agreement (including without limitation its exhibits, schedules and agreements expressly referenced in this Agreement) constitutes the entire understanding among the parties, and supersedes all prior and contemporaneous agreements (whether oral or written), concerning the subject matter of this Agreement. Each party acknowledges that it is not entering into this Agreement in reliance upon any term, condition, representation or warranty not stated in this Agreement. This Agreement may not be modified or amended, and no provision of this Agreement may be waived, except in writing executed by each of the parties. No failure to exercise or delay in the exercise of, a party's rights under this Agreement will constitute a waiver of such rights. No waiver of a provision of this Agreement will constitute a waiver of the same or any other provision of this Agreement other than as specifically set forth in such waive
16. **MISCELLANEOUS.** This Agreement, and the rights and obligations hereunder, is governed by the laws of the State of New York, without reference to conflict of law provisions (other than Section 5-1401 of the New York General Obligations Law). This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one and the same agreement. Signatures to this Agreement may be delivered by facsimile and will be binding upon the parties.

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be duly executed as of the Effective Date.

FOX SPORTS DIRECT,
a division of ARC Holding, Ltd.

By: _____
Name: _____
Title: _____

Address:
Fox Cable Networks Group
10201 West Pico Boulevard, Bldg. 103
Los Angeles, CA 90035
Attention: SVP Affiliate Sales – Fox Sports Direct
Facsimile: 310-969-2620

H-5

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With a copy to:
Fox Cable Networks Group
Business & Legal Affairs
10201 West Pico Boulevard, Bldg. 103
Los Angeles, CA 90035
Attention: SVP Affiliation Matters
Facsimile: 310-969-5678

[], LLC

By: _____
Name: _____
Title: _____

Address:

Attention: _____
Facsimile: _____

[], LLC

By: _____
Name: _____
Title: _____

Address:

Attention: _____
Facsimile: _____

[], LLC

By: _____
Name: _____
Title: _____

Address:

Attention: _____
Facsimile: _____

H-6

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SCHEDULE 1
TERRITORIES

FSN NORTHWEST TERRITORY:

[REDACTED]

[REDACTED]

FSN PITTSBURGH TERRITORY:

[REDACTED]

[REDACTED]

FSN ROCKY MOUNTAIN TERRITORY:

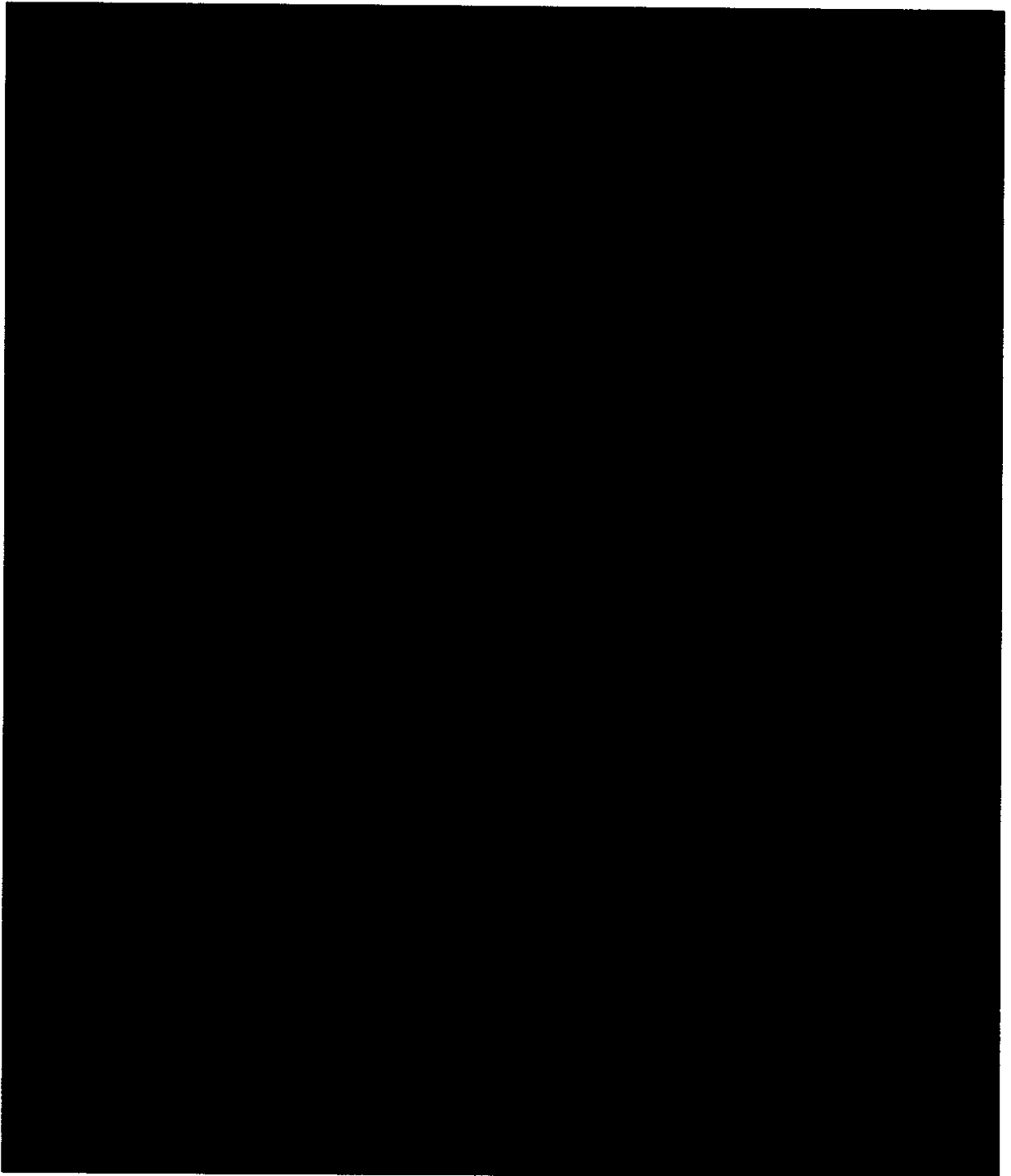
[REDACTED]

H-7

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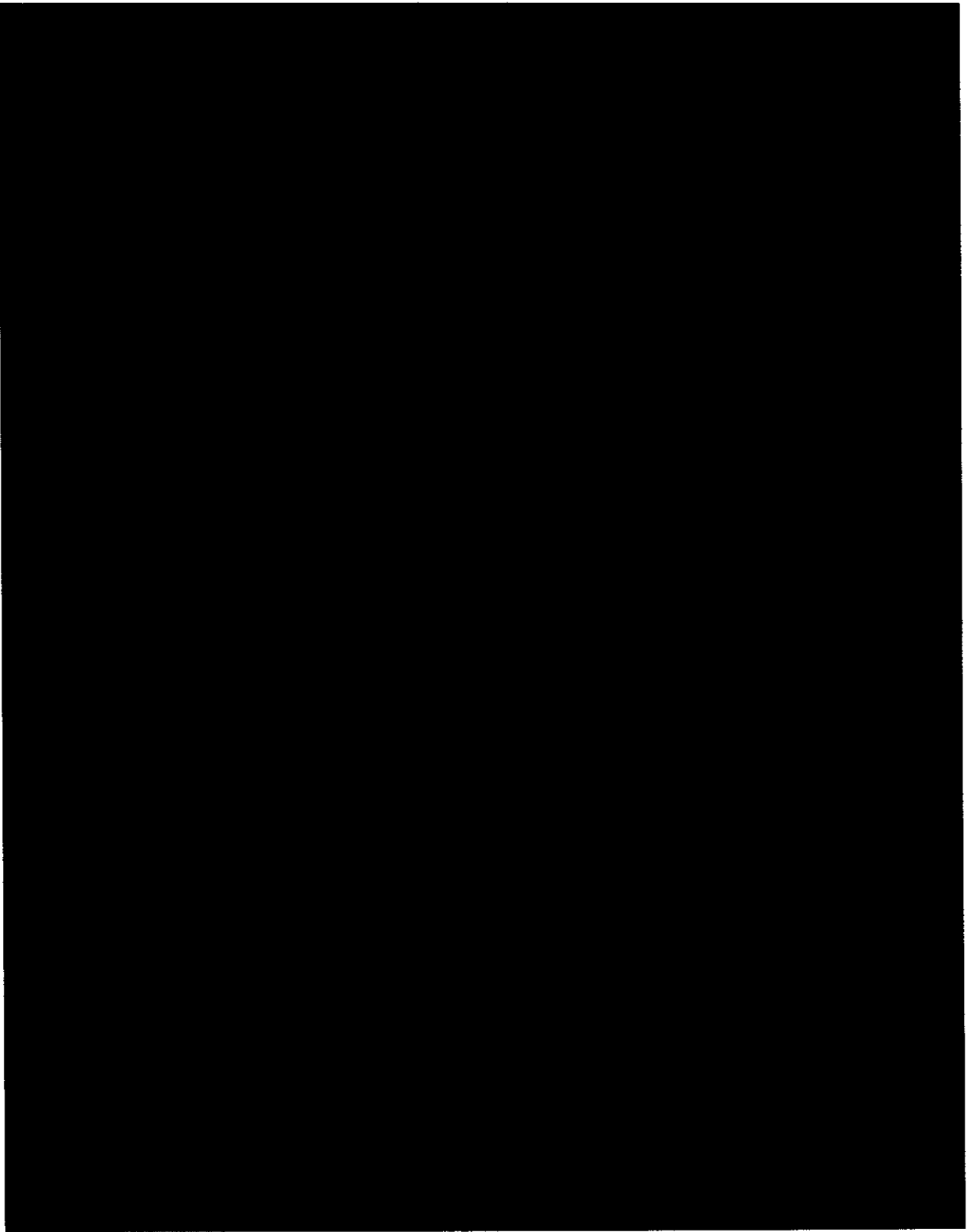
SCHEDULE 2

CHANNEL MAPPING SERVICES



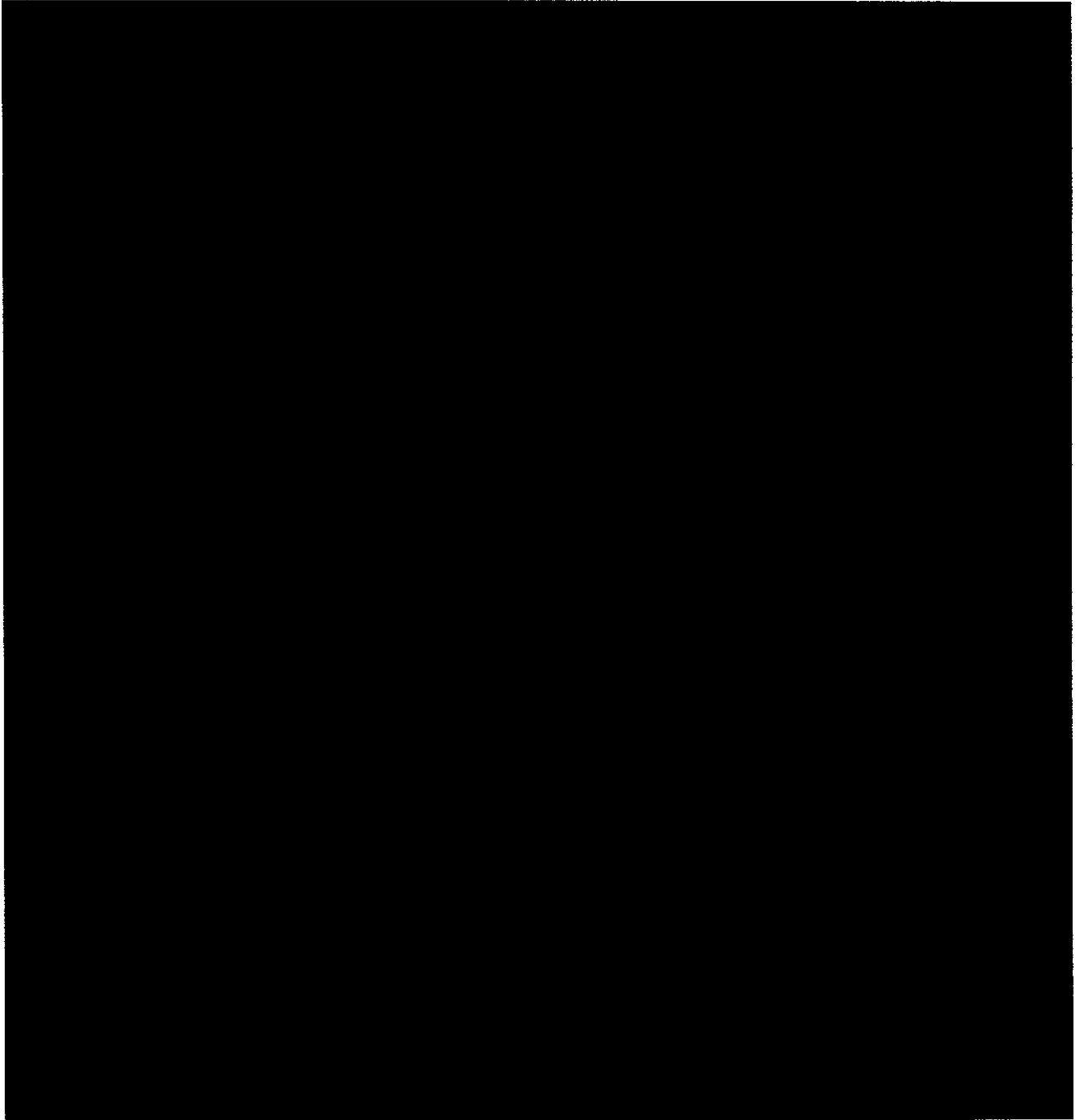
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*** Slip Sheet ***

EXHIBIT I

FORM OF REGIONAL SPORTS NETWORK LICENSE AGREEMENT

[IDENTIFY RSN] License Agreement ("*Agreement*"), dated as of _____, 2007 (the "*Effective Date*") by and between [], LLC, a Delaware limited liability company ("*Network*"), which distributes the regional sports programming service currently known as [IDENTIFY RSN] (the "*Network Service*"), and Fox College Sports, Inc., a Delaware corporation ("*FCS*").

1. Definitions.

1.1 "*Available Network Programming*" means any [REDACTED] or collegiate event programming [REDACTED] included as part of the Network Service for which Network has the right to sublicense the distribution rights for delivery as part of the FCS Service throughout the United States, [REDACTED]

1.2 "*FCS Service*" means the national sports programming service known as "Fox College Sports," which currently consists of up to three 24-hour per day, 7-days per week channels.

1.3 "*FCS Subscriber*" means any subscriber (including, without limitation, each individual dwelling in a multiple dwelling complex or building, each commercial subscriber and each room susceptible of overnight occupancy in any hotel or motel) to the FCS Service on which license fees are paid to FCS by an FCS distributor.

1.4 "*FSN Service*" means the national programming service known as "Fox Sports Net."

1.5 "*Pay Television*" means all forms of television programming distribution [REDACTED]

2. License.

3. Delivery of Available Network Programming.

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

5. Payments. [REDACTED]

6. Term; Renewal Rights.

6.1 The "*Term*" of this Agreement shall commence on the Effective Date, and shall end on [REDACTED] terminated earlier pursuant to this Section 6.

6.2 [REDACTED]

6.3 If Network or FCS is not in compliance with an obligation herein, the other party, prior to claiming a breach of this Agreement or seeking to terminate this Agreement, shall notify such party in writing of the asserted non-compliance and provide a [REDACTED] cure period, if such non-compliance is susceptible of cure. In the event that the non-compliant party has not cured such non-compliance within such cure period, or in the event that the non-compliance constitutes a [REDACTED] breach of this Agreement and is not susceptible of cure, the compliant or non-breaching party or parties shall have the right to terminate this Agreement immediately thereupon and at any time thereafter that the non-compliance remains uncured.

6.4 This Agreement shall terminate upon [REDACTED] days notice to Network, if delivery of the FCS Service is permanently discontinued.

7. Miscellaneous.

7.1 Network represents and warrants to FCS that it has the right to distribute, and authorize others to distribute, the Available Network Programming, and that FCS's exercise of the rights granted to it herein will not violate any copyright, trademark, right of privacy, publicity or other literary or dramatic or any other right of any person or entity.

7.2 Network and FCS will each keep secret and retain in the strictest confidence and will not disclose to any third party any of the terms of this Agreement, except as required by law, to enforce its rights or perform its obligations hereunder or as part of its normal and reasonable reporting procedures to its parent, members, partners, auditors or attorneys, or to actual and prospective lenders, investors and purchasers, provided that any and all such parties to whom any such

disclosure is made agree to be bound by the provisions of this Section, and, with respect to prospective investors and purchasers, further agree not to use such disclosure for other business purposes or in other business segments.

7.3 This Agreement may not be amended nor any provision waived except in a writing signed by Network and FCS.

7.4 Any recourse of Network against FCS will extend only to FCS and not to any shareholder, member or partner of FCS. Any recourse of FCS against Network will extend only to Network and not to any shareholder, member or partner of Network.

7.5 This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof (other than Section 5-1401 of the New York General Obligations Law).

7.6 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; *provided, however*, that no consent shall be necessary, and this Agreement shall be assigned automatically to the acquiring person, in the event of (a) a merger, acquisition or other business combination in respect of such party, (b) assignment to an entity under common control with, controlled by or controlling such party or (c) a sale of all or substantially all of the assets of such party.

7.7 This Agreement insofar as it relates to the games of the National Collegiate Athletic Association, college conferences or other sports league is subject to the rules, regulations and agreements of the applicable league.

7.8 This Agreement represents the entire understanding and agreement between the parties hereto with respect to the specific subject matter hereof and supersedes all prior negotiations and agreements between the parties with respect to the subject matter hereof.

7.9 All notices and other communications required or permitted to be given under this Agreement shall be in writing and will be deemed to have been duly given (a) upon delivery, when delivered in person or sent by facsimile or (b) one business day after having been sent by a nationally recognized overnight courier service to the appropriate party and addressed as follows:

If to Network:

with a copy (which shall not constitute notice) to:

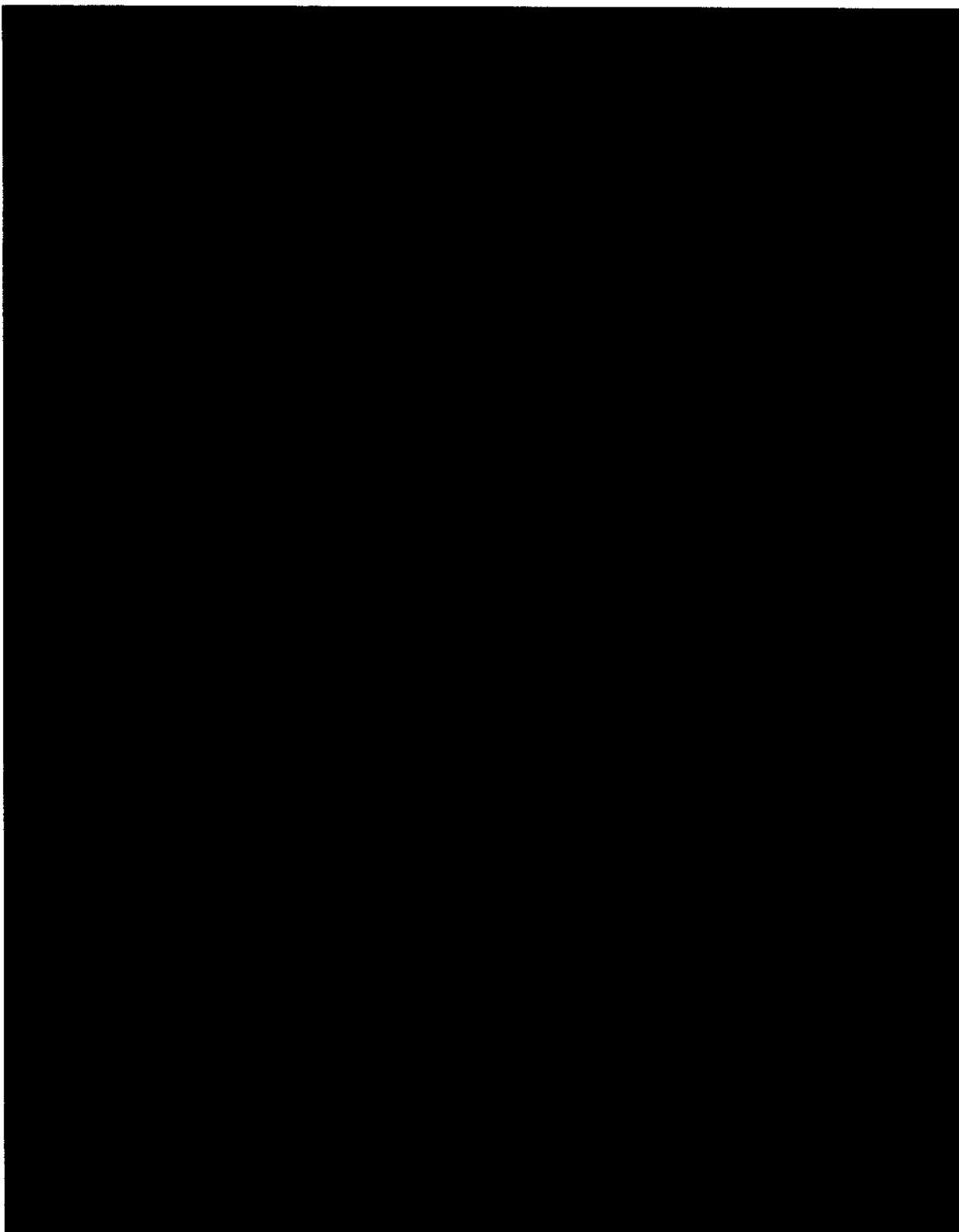
If to FCS:

General Manager/Executive Vice President
Fox College Sports, Inc.
10201 W. Pico Blvd.
Building 103 (4th Floor)
Los Angeles, CA 90035
Attn: David Rone, General Manager and Executive Vice President
Phone No.: (310) 369-7092
Fax No.: (310) 969-0525

with a copy (which shall not constitute notice) to:

Fox Cable Networks Group
10201 West Pico Boulevard, Bldg. 103
Los Angeles, CA 90035
Attention: Business and Legal Affairs,
SVP Affiliation Matters
Facsimile: 310-969-5678

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 7.9.



[REDACTED]

IN WITNESS WHEREOF, the parties have executed this [IDENTIFY
RSN] License Agreement, as of the Effective Date.

[NAME OF NETWORK]

By: [NAME OF MANAGING MEMBER]

By: _____

Name:

Title:

FOX COLLEGE SPORTS, INC.

By: _____

Name:

Title:

*** Slip Sheet ***

EXHIBIT J

RSN SUBSIDIARY NON-COMPETITION AGREEMENT

1. Parent covenants and agrees with Splitco and each of the RSN Subsidiaries that until [REDACTED] (the "Restricted Period"), Parent shall not, and shall cause its Affiliates not to, directly or indirectly, as a stockholder, owner, equityholder, manager, operator, lender, investor, consultant, member, partner, licensor, contractor, agent or in any other capacity, engage or participate in the Transferred Business anywhere in the RSN Territories (as defined below); provided that [REDACTED]

[REDACTED] (the business and operations described in this clause (b) (after giving effect to the provisos contained therein) the "RSN Restricted Business"). The term "RSN Territories" means the areas in which the Transferred Business is conducted as of the Closing Date and "RSN Territory" means each area in which the Transferred Business is conducted as of the Closing Date.

2. Notwithstanding anything herein to the contrary, the restrictions set forth herein shall not be applicable to any of the following: (i) any acquisition, directly or indirectly, after the date of this Letter Agreement by Parent or any of its Affiliates (whether by merger, share exchange, purchase of securities or assets or otherwise) of a Person or any interest therein which is engaged in the RSN Restricted Business so long as the RSN Restricted Business conducted by such other Person and its Affiliates does not constitute more than ten percent (10%) of its business (as measured by such Person's revenues for each of the two last fiscal years prior to such acquisition); *provided* that Parent will promptly inform Splitco in the event of the acquisition of control of any Person or any interest therein which is engaged in the RSN Restricted Business (and, if so requested by Splitco, provide Splitco with such information as Splitco may reasonably require for the purposes of enabling Splitco to verify that the RSN Restricted Business in question accounts for no more than [REDACTED] of such Person's total business (as measured by such Person's revenues for each of the two last fiscal years prior to such acquisition)) and further that it will, or will cause its Affiliate to, sell or otherwise dispose of such acquired Person's RSN Restricted Business to a third party or to Splitco promptly after such acquisition of control (but in no event later than [REDACTED] after such acquisition) and Parent will, or will cause its Affiliate to, permit Splitco to participate in any sale process relating to the disposal of the RSN Restricted Business as a potential purchaser thereof on a basis no less favorable to any other potential purchaser; (ii) the acquisition, directly or indirectly, by Parent of securities listed on any securities exchange of any Person that is engaged or participates in the RSN Restricted Business, provided that

Parent and its Affiliates would not, in the aggregate (after giving effect to such acquisition), own directly or indirectly [REDACTED] or more of the outstanding voting power or capital stock of such Person at the time of such acquisition; or (iii) the acquisition, directly or indirectly, by Parent of securities not listed on any securities exchange of any Person that is engaged or participates in the RSN Restricted Business, provided that Parent and its Affiliates would not, in the aggregate (after giving effect to such acquisition), own directly or indirectly more than [REDACTED] of the outstanding voting power or capital stock of such person at the time of such acquisition and neither Parent nor its Affiliates would possess any management or other rights to direct the operations of such Person (after giving effect to such acquisition).

3. [REDACTED] Parent agrees that it will not, and will cause its Affiliates not to, without the prior written consent of Splitco, cause or seek to cause any executive officer or other member of senior management of any Transferred Subsidiary, to leave the employ of any Transferred Subsidiary; *provided, however*, that the foregoing provision will not prevent Parent or its Affiliates from soliciting or hiring any such executive officer or member of senior management of any Transferred Subsidiary through a general solicitation or advertisement, which is not specifically directed at the employees of the Transferred Subsidiary.
4. The Restricted Period shall be extended by the length of any period during which Parent or any of its Affiliates is in breach of the terms of this Letter Agreement.
5. If any provision, or any part hereof, is held to be unenforceable by any Governmental Authority because of the duration thereof or the area covered thereby, Parent agrees that the Governmental Authority making the determination shall have the power to reduce the duration or the area of such provision, or to delete specific words or phrases, and in its reduced or amended form such provision shall then be enforceable and be enforced.
6. Notwithstanding anything to the contrary herein, upon the first date, if any, upon which LMC ceases to hold, directly or indirectly, securities representing more than [REDACTED] of the outstanding voting securities of any Transferred Subsidiary, (x) each of the obligations of Parent and its Affiliates pursuant to paragraphs 1, 2 and 3 hereof relating to such Transferred Subsidiary shall automatically terminate and be of no further force and effect, (y) the definition of "RSN Territory" shall be deemed to be amended so as to no longer include the territory in which such Transferred Subsidiary conducted the Transferred Business as of the Closing Date and (z) the terms "Restricted Business" shall be deemed to no longer refer to such Transferred Subsidiary or its business or operations.
7. It is understood and agreed that monetary damages may not be sufficient remedy of any breach of this Letter Agreement by any of the parties or their respective Affiliates and that each party may be entitled to seek equitable relief, including seeking an injunction and specific performance, as a remedy for such breach. Without prejudice to the rights and remedies otherwise available to a party, including monetary damages, each party agrees that the parties shall be entitled to seek equitable relief by way of injunction or otherwise if a party or any of its Affiliates breach or threaten to breach any of the provisions of this Letter Agreement.

8. This Letter Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of Delaware, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the Delaware Chancery Courts, or, if the Delaware Chancery Courts do not have subject matter jurisdiction, in the state courts of the State of Delaware located in Wilmington Delaware or, in the federal courts located in the States of Delaware, for the purpose of any Action or judgment relating to or arising out of this Letter Agreement and to the laying of venue in such court. Service of process in connection with any such Action may be served on each party hereto by the same methods as are specified for the giving of notices under this Letter Agreement. Each party hereto irrevocably and unconditionally waives and agrees not to plead or claim any objection to the laying of venue of any such Action brought in such courts and irrevocably and unconditionally waives any claim that any such Action brought in any such court has been brought in an inconvenient forum.
9. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS LETTER AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS LETTER AGREEMENT.
10. Any assignment of this Letter Agreement by a party without the prior written consent of the other party shall be void. Any successor or assigns of the Transferred Subsidiaries will be, and will be deemed to be, a third party beneficiary of this Letter Agreement. Except for any person designated as a third party beneficiary in this paragraph 8, nothing in this Letter Agreement, whether express or implied, will be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this Letter Agreement.
11. This Letter Agreement contains the entire agreement between the parties concerning the matters covered hereby. No modification or amendment of this Letter Agreement or waiver of the terms and conditions hereof shall be binding upon any party, unless approved in writing by each party hereto. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

*** Slip Sheet ***
